



# County of Los Angeles **CHIEF ADMINISTRATIVE OFFICE**

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DAVID E. JANSSEN  
Chief Administrative Officer

October 7, 2003

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE BRATHWAITE BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

## **AGREEMENT FOR REIMBURSEMENT OF PERSONNEL COSTS BY SOCIAL SERVICES UNION (SSU), LOCAL 535, SEIU, AFL-CIO (3-VOTES)**

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chief Administrative Officer to sign the agreement between Los Angeles County and Local 535, SEIU, AFL-CIO, to provide reimbursement of personnel costs for County employees designated as working for Local 535 for specified periods.
2. Instruct departments to carry out the terms of the agreement and to bill Local 535, SEIU, AFL-CIO, for costs incurred pursuant to the agreement.
3. Instruct the Auditor-Controller to work with departments to develop the rates necessary for reimbursement of costs incurred pursuant to the agreement.

### **PURPOSE OF THE RECOMMENDED ACTION**

The recommended action will approve an agreement to allow Local 535, SEIU, AFL-CIO, to reimburse the County for all costs associated with employees being provided by the County to Local 535 to develop expertise in public sector labor relations.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

This action supports the County's Strategic Plan Goal of fiscal responsibility by allowing reimbursement of County costs by Local 535.

### **FISCAL IMPACT**

There is no fiscal impact.

## **JUSTIFICATION**

A County employee released to work for Local 535 must take a leave of absence from his County employment. This agreement will allow the employee to remain active with all costs associated with his County employment reimbursed by Local 535.

## **FINANCING**

Local 535 agrees to reimburse the County for actual costs of the employees affected, including salary, any bonuses, cash reimbursement for unused sick leave, and any excess vacation time deemed payable. In addition, Local 535 agrees to reimburse the County for the employees' benefits, including but not limited to retirement, health, life, and dental insurance, or Workers' Compensation benefits.

## **FACTS AND PROVISIONS**

The term of this agreement is from November 1, 2003, through October 31, 2006.

When requested in writing by Local 535, the County, through the Chief Administrative Office, is to provide no more than the equivalent of 12 full-time employees to Local 535. These employees will serve for one to six month increments to develop expertise in public sector labor relations. No more than three of these employees may be from a single department unless departmental operational needs allow more.

Each affected department is to invoice Local 535 each month, and Local 535 is to pay the full costs within 30 days.

The agreement has been approved as to form by County Counsel.

Respectfully submitted,

DAVID E. JANSSEN  
Chief Administrative Officer

DEJ:JA  
PC:rld

Attachment

c: Executive Officer, Board of Supervisors  
County Counsel  
Auditor-Controller

**AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES  
AND SOCIAL SERVICES UNION (SSU), LOCAL 535,  
SEIU, AFL-CIO FOR REIMBURSEMENT  
OF PERSONNEL COSTS**

This agreement, entered this 1<sup>st</sup> day of November, 2003, by and between the County of Los Angeles, a body corporate and politic, organized and existing under the State of California, hereinafter referred to as "County," and, Social Services Union (SSU), Local 535, SEIU, AFL-CIO, a certified employee organization organized and existing under the laws of the State of California, hereinafter referred to as "Local 535".

WHEREAS, the Chief Administrative Office of County of Los Angeles is charged with the duty to coordinate the administration of departments to enable them to perform their functions and their work with the greatest efficiency, and, to that end, must make all reasonable efforts to promote labor peace and work force stability within its scope of authority.

WHEREAS, Local 535 is desirous of organizing the operations of its Union so as to function in the most effective manner possible as a public sector labor organization, and in so doing, assist in the resolution of labor disputes and contact administration which, in turn, will contribute significantly toward maintaining work force stability and continuity of vital public services to the County.

NOW, THEREFORE, in consideration of the mutual covenants herein:

1. Work Statement

The County of Los Angeles, through its CAO, shall provide one or more County employees to Local 535 when requested in writing by Local 535, for the purpose of developing expertise in public sector labor relations, and therefore, to assist the CAO in the expeditious resolution of labor disputes.

The employee so selected shall be designated by Local 535 and shall serve for one to six month increments or, in the event of exigent circumstances, a lesser period.

2. Scope of Agreement

The scope of this agreement shall be limited to the services of no more than the equivalent of 12 full-time employees at any time, (of whom no more than three may be employees of a single County department at any time) unless departmental operational needs allow more.

3. Payment

A. Except as provided herein, Local 535 will pay to the County of Los Angeles the actual costs of the County employees as required under the terms of this agreement, including the salary, any bonuses, cash reimbursement for unused sick leave, and any

excess accrued vacation time above 320 hours (deemed payable) of the employees, their staff benefits, including but not limited to employee's retirement, health, life, and dental insurance, Worker's Compensation benefits at such rates as shall be determined by the County of Los Angeles' Auditor-Controller to be the actual costs thereof in accordance with the policies and procedures established by the Board of Supervisors of Los Angeles County. It is contemplated that such actual costs, determined by the County of Los Angeles' Auditor-Controller, may increase after the date of execution of this agreement by any amendments to the County of Los Angeles Salary or other ordinance, or to MOUs between the parties relating to salaries and employee benefits.

- B. County of Los Angeles shall tender to Local 535 at the end of each calendar month an invoice covering costs pursuant to this agreement during said month, and Local 535 shall pay County the full costs invoiced within 30 days of the date of such statement.
- C. If such payment is not delivered to the County Office which is described on said statement within 60 days after the date of the statement, the County may satisfy such indebtedness from any funds of Local 535 on deposit with the County without giving further notice to Local 535 of County's intention to do so. If such payment is

not made within the 60 days, an interest rate of 1.5% per month on the unpaid balance will be levied, and will be incurred by Local 535.

4. Term of Agreement

The term of the agreement shall be from November 1, 2003, through and including the last day of October 31, 2006.

5. Termination

Either County or Local 535 may terminate this agreement as of the first of the following month upon notice, in writing, to the other party of not less than ten days, prior thereto.

6. Responsibility for Direct Payment of Salaries

Except as specifically provided therein, Local 535 shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any personnel of the County of Los Angeles performing service hereunder or any liability other than that provided for in this agreement.

7. Independent Contract

Both the County and Local 535, in the performance of this agreement, will be acting in an independent capacity and not as agents, employees, volunteers, partners, joint venturers, or. associates of one another.

8. Liability and Indemnification

Local 535 shall be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the County employees provided pursuant to the terms of this agreement while engaged in services within the scope of this agreement, and shall fully indemnify, defend, and hold County of Los Angeles, its agents, officers, and employees harmless from any liability resulting from anything done or omitted to be done by such personnel provided pursuant to the terms of this agreement while engaged in services within the scope of this agreement.

9. Extent of Services Provided and Discipline of Personnel

The standards of performance, the discipline of personnel, and other matters incident to the performance of any employee functions shall remain with the County of Los Angeles with the appointing authority of each employee.

10. Notice of Suit

Local 535 shall give County, or its representatives, immediate notice of any suit or action filed, and prompt notice of any claim made against Local 535

arising out of the performance of this agreement. Local 535 shall furnish immediately to County copies of all pertinent papers received by Local 535.

11. Contract Complete, Variations

This writing embodies the whole of the agreement of the parties hereto and there are no oral agreements not contained therein. No addition or variations of the terms of this agreement shall be valid unless made in writing and signed by both parties.

12. Reassignment Preference

Any County employee, assigned to duties with Local 535 under this agreement, shall upon completion of such assignment, return to the unit of assignment that he/she last held, provided a vacancy exists, unless he/she chooses to accept a different assignment.

13. County Lobbyist

Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.1160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.



IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this agreement on the day, month and year first above written.

LOCAL 535, SSU, SEIU, AFL-CIO

BY \_\_\_\_\_

SOUTHERN REGIONAL DIRECTOR

COUNTY OF LOS ANGELES

BY \_\_\_\_\_

CHIEF ADMINISTRATIVE OFFICER

APPROVED AS TO FORM:

LLOYD W. PELLMAN

County Counsel

BY \_\_\_\_\_

LESTER J. TOLNAI

Principal Deputy

Agmt. - Pers. Costs – Local 535 & SSU